

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

6988 - a
RECORDATION NO. _____ Filed & Recorded
APR 9 1973 - 2 10 PM
INTERSTATE COMMERCE COMMISSION

CERTIFICATION

I, Mary Jane Gill, a Notary Public, do hereby certify that I have compared the attached copy of the Amendment to Lease of E.M.D. Switcher Locomotives, dated as of March 1, 1973, between The Northern Trust Company and Elgin, Joliet and Eastern Railway Company ("Amendment") with the original of the Amendment and the attached copy of the Amendment is a true and correct copy in all respects.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
this 4th day of April, 1973.

Mary Jane Gill
Notary Public

(Seal)

AMENDMENT
TO
LEASE OF
E.M.D. SWITCHER LOCOMOTIVES

THIS AGREEMENT, dated as of March 1, 1973, between ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, an Indiana and Illinois corporation (hereinafter called the "Lessee") and THE NORTHERN TRUST COMPANY, an Illinois banking corporation (hereinafter called the "Lessor"), WITNESSETH THAT:

WHEREAS, the Lessor and the Lessee entered into a Lease of E.M.D. Switcher Locomotives dated as of December 29, 1972 (hereinafter called the "Lease"); and

WHEREAS, the parties hereto now wish to amend the Lease as hereinafter set forth.

NOW, THEREFORE, the said parties hereby mutually agree as follows:

1. The Serial Numbers "1008" and "4713" as they appear in the initial recital to the Lease are hereby amended to read "4699" and "1167" respectively.

2. Section 3 of the Lease is amended to read:

"3. Rentals. As rental for each E.M.D. leased hereunder, Lessee agrees to pay to Lessor 48 consecutive quarter-annual payments of rent payable on the last day of March, June, September, and December in each year commencing March 31, 1973, each in the amount of \$1,975 with the final quarter-annual payment to be due on December 31, 1984; provided however, that (1) if an E.M.D. is delivered to and accepted by the Lessee pursuant hereto after March 31, 1973, the first rental payment thereon

shall be deferred from March 31, 1973, to the date the E.M.D. is so delivered and accepted and shall be in an amount equal to \$1,975 less 1.111% of \$1,975 for each day elapsing from March 31, 1973, to the date the E.M.D. is so delivered and accepted (beginning on March 31, 1973, and ending with the date the E.M.D. is so delivered and accepted), and the final payment of rent due December 31, 1984, shall be in an amount equal to \$1,975 plus the amount by which \$1,975 exceeds the first said payment as hereinabove computed, or (ii) if an E.M.D. is delivered to and accepted by the Lessee before March 31, 1973, there shall be added to the first payment of \$1,975 due March 31, 1973, an amount equal to 1.111% of \$1,975 for each day elapsing from the date the E.M.D. is so delivered and accepted to March 31, 1973, (beginning on the date the E.M.D. is so delivered and accepted and ending with March 30, 1973), and the final payment of rent due December 31, 1984, shall be in an amount equal to \$1,975 less the amount by which the first payment was so increased.

All payments under this Lease shall be made by the Lessee to the Lessor at 50 South La Salle Street, Chicago, Illinois 60690."

3. Section 4 of the Lease is amended to read:

"4. Term of Lease. The term of this Lease in respect to each E.M.D. shall begin on the date of its delivery to and acceptance by Lessee of such E.M.D. and, subject to the provisions of Sections 7 and 9, shall terminate 3 months after the date on which the final quarter-annual payment of rent in respect thereof is due hereunder, plus (in the case of acceptance of either E.M.D. after March 31, 1973) or minus (in the case of acceptance of either E.M.D. before March 31, 1973) the number of days, if any, elapsing between March 31, 1973 and the date of delivery to and acceptance by Lessee of each E.M.D. If the E.M.D. are delivered and accepted on different dates, then each E.M.D. shall have a separate term commencing on said dates respectively subject to the terms and provisions of this Lease."

4. In all other respects, the terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed
this Amendment as of the day and year first above written.

THE NORTHERN TRUST COMPANY,
as Lessor

(Corporate Seal)

By Stephen B. White
Vice President

ATTEST:

Ray M. Macdonald
Assistant Secretary

ELGIN, JOLIET AND EASTERN
RAILWAY COMPANY, as Lessee

(Corporate Seal)

By J. A. Fitzpatrick
Vice President

ATTEST:

A. H. Sullivan
Assistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

SS.

On this 23rd day of March, 1973, before me personally appeared Stephen B. White to me personally known, who, being by me duly sworn, says that he is a Vice President of The Northern Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority contained in its By-laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen A. Hawaly
Notary Public

(Notarial Seal)

STATE OF ILLINOIS

COUNTY OF WILL

SS.

On this 23rd day of March, 1973, before me personally appeared F. A. Fitzpatrick to me personally know, who, being by me duly sworn, says that he is a Vice President of the Elgin, Joliet and Eastern Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marjorie L. Dyblie
Notary Public

(Notarial Seal)